

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES

NOTE: OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30.

1. REQUISITION NUMBER 2. CONTRACT NUMBER 3. AWARD/EFFECTIVE DATE 4. ORDER NUMBER 5. SOLICITATION NUMBER 6. SOLICITATION ISSUE DATE 7. FOR SOLICITATION INFORMATION CALL:			8. OFFER DUE DATE/ LOCAL TIME 9. ISSUED BY CODE <input style="width: 100px;" type="text"/> 10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: _____ % FOR: <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS (SDVOSB) </div> <div> <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) <input type="checkbox"/> ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB) </div> <div> <input type="checkbox"/> 8(A) NORTH AMERICAN INDUSTRY CLASSIFICATION STANDARD (NAICS): _____ SIZE STANDARD: _____ </div> </div>				
11. DELIVERY FOR FREE ON BOARD (FOB) DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS 13a. THIS CONTRACT IS A <input type="checkbox"/> RATED ORDER UNDER THE DEFENSE PRIORITIES AND ALLOCATIONS SYSTEM - DPAS (15 CFR 700)		13b. RATING 14. METHOD OF SOLICITATION REQUEST <input type="checkbox"/> REQUEST FOR QUOTE (RFQ) <input type="checkbox"/> INVITATION FOR BID (IFB) <input type="checkbox"/> REQUEST FOR PROPOSAL (RFP)			
15. DELIVER TO CODE <input style="width: 100px;" type="text"/>		16. ADMINISTERED BY CODE <input style="width: 100px;" type="text"/>					
17a. CONTRACTOR/ OFFEROR CODE <input style="width: 100px;" type="text"/> FACILITY CODE <input style="width: 100px;" type="text"/>		18a. PAYMENT WILL BE MADE BY CODE <input style="width: 100px;" type="text"/>					
TELEPHONE NUMBER <input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NUMBER	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
(Use Reverse and/or Attach Additional Sheets as Necessary)							
25. ACCOUNTING AND APPROPRIATION DATA					26. TOTAL AWARD AMOUNT (For Government Use Only)		
<div style="display: flex; justify-content: space-between;"> <div style="width: 60%;"> <input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE (FEDERAL ACQUISITION REGULATION) FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED </div> <div style="width: 35%;"> <input type="checkbox"/> 29. AWARD OF CONTRACT: REFERENCE _____ OFFER DATED . _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: </div> </div>							
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) 			
30b. NAME AND TITLE OF SIGNER (Type or print)		30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (Type or print)		31c. DATE SIGNED		

Solicitation/Contract Form Continuation

Englebright Lake Law Enforcement Base Plus Four Years Contract

Header only - Purchase Requisition Number: W62N6M50990465
Date: 08 Jul 2025

North American Industry Classification System (NAICS): 561612

Continuation of Supplies or Services and Prices/Costs

Additional Information/Notes

Item	Supplies/Service	Quantity	Unit	Unit Price	Amount
0001	<p>Hourly Wage Rates - All work to be completed in accordance with the Performance Work Statement.</p> <p>Product Service Code: R430 Claimant Program Code: S1 Pricing Arrangement: Firm Fixed Price ACRN: AA</p> <p>PR Number: W62N6M50990465 PR Line Item Number: 0001</p>	180	Job	USD 99.26	<p>Firm Price USD 17,866.80</p> <p>Funded Amount USD 17,866.80</p>
0002	<p>Mileage - All work to be completed in accordance with the Performance Work Statement.</p> <p>Product Service Code: R430 Claimant Program Code: S1 Pricing Arrangement: Firm Fixed Price ACRN: AA</p> <p>PR Number: W62N6M50990465 PR Line Item Number: 0001</p>	1,440	Job	USD 0.70	<p>Firm Price USD 1,008.00</p> <p>Funded Amount USD 1,008.00</p>
0003	<p>CLETS Training - All work to be completed in accordance with the Performance Work Statement.</p> <p>Product Service Code: R430 Claimant Program Code: S1 Pricing Arrangement: Firm Fixed Price ACRN: AA</p> <p>PR Number: W62N6M50990465 PR Line Item Number: 0001</p>	10	Job	USD 156.50	<p>Firm Price USD 1,565.00</p> <p>Funded Amount USD 1,565.00</p>
0004	<p>CLETS Dispatch Service - All work to be completed in accordance with the Performance Work Statement.</p> <p>Product Service Code: R430 Claimant Program Code: S1 Pricing Arrangement: Firm Fixed Price ACRN: AA</p> <p>PR Number: W62N6M50990465 PR Line Item Number: 0001</p>	10	Job	USD 213.00	<p>Firm Price USD 2,130.00</p> <p>Funded Amount USD 2,130.00</p>
Option Line Item 1001	<p>Hourly Wage Rates - All work to be completed in accordance with the Performance Work Statement.</p> <p>Product Service Code: R430</p>	180	Job	USD 104.22	<p>Firm Price USD 18,759.60</p>

	Claimant Program Code: S1 Pricing Arrangement: Firm Fixed Price				
Option Line Item 1002	Mileage - All work to be completed in accordance with the Performance Work Statement. Product Service Code: R430 Claimant Program Code: S1 Pricing Arrangement: Firm Fixed Price	1,440	Job	USD 0.70	Firm Price USD 1,008.00
Option Line Item 1003	CLETS Training - All work to be completed in accordance with the Performance Work Statement. Product Service Code: R430 Claimant Program Code: S1 Pricing Arrangement: Firm Fixed Price	10	Job	USD 156.50	Firm Price USD 1,565.00
Option Line Item 1004	CLETS Dispatch Service - All work to be completed in accordance with the Performance Work Statement. Product Service Code: R430 Claimant Program Code: S1 Pricing Arrangement: Firm Fixed Price	10	Job	USD 213.00	Firm Price USD 2,130.00
Option Line Item 2001	Hourly Wage Rates - All work to be completed in accordance with the Performance Work Statement. Product Service Code: R430 Claimant Program Code: S1 Pricing Arrangement: Firm Fixed Price	180	Job	USD 109.43	Firm Price USD 19,697.40
Option Line Item 2002	Mileage - All work to be completed in accordance with the Performance Work Statement. Product Service Code: R430 Claimant Program Code: S1 Pricing Arrangement: Firm Fixed Price	1,440	Job	USD 0.70	Firm Price USD 1,008.00
Option Line Item 2003	CLETS Training - All work to be completed in accordance with the Performance Work Statement. Product Service Code: R430 Claimant Program Code: S1 Pricing Arrangement: Firm Fixed Price	10	Job	USD 156.50	Firm Price USD 1,565.00
Option Line Item 2004	CLETS Dispatch Service - All work to be completed in accordance with the Performance Work Statement. Product Service Code: R430 Claimant Program Code: S1 Pricing Arrangement: Firm Fixed Price	10	Job	USD 213.00	Firm Price USD 2,130.00
Option Line Item 3001	Hourly Wage Rates - All work to be completed in accordance with the Performance Work Statement. Product Service Code: R430	180	Job	USD 114.90	Firm Price USD 20,682.00

	Claimant Program Code: S1 Pricing Arrangement: Firm Fixed Price				
Option Line Item 3002	Mileage - All work to be completed in accordance with the Performance Work Statement. Product Service Code: R430 Claimant Program Code: S1 Pricing Arrangement: Firm Fixed Price	1,440	Job	USD 0.70	Firm Price USD 1,008.00
Option Line Item 3003	CLETS Training - All work to be completed in accordance with the Performance Work Statement. Product Service Code: R430 Claimant Program Code: S1 Pricing Arrangement: Firm Fixed Price	10	Job	USD 156.50	Firm Price USD 1,565.00
Option Line Item 3004	CLETS Dispatch Service - All work to be completed in accordance with the Performance Work Statement. Product Service Code: R430 Claimant Program Code: S1 Pricing Arrangement: Firm Fixed Price	10	Job	USD 213.00	Firm Price USD 2,130.00
Option Line Item 4001	Hourly Wage Rates - All work to be completed in accordance with the Performance Work Statement. Product Service Code: R430 Claimant Program Code: S1 Pricing Arrangement: Firm Fixed Price	180	Job	USD 120.64	Firm Price USD 21,715.20
Option Line Item 4002	Mileage - All work to be completed in accordance with the Performance Work Statement. Product Service Code: R430 Claimant Program Code: S1 Pricing Arrangement: Firm Fixed Price	1,440	Job	USD 0.70	Firm Price USD 1,008.00
Option Line Item 4003	CLETS Training - All work to be completed in accordance with the Performance Work Statement. Product Service Code: R430 Claimant Program Code: S1 Pricing Arrangement: Firm Fixed Price	10	Job	USD 156.50	Firm Price USD 1,565.00
Option Line Item 4004	CLETS Dispatch Service - All work to be completed in accordance with the Performance Work Statement. Product Service Code: R430 Claimant Program Code: S1 Pricing Arrangement: Firm Fixed Price	10	Job	USD 213.00	Firm Price USD 2,130.00

Continuation of Description

Requirements

Englebright Lake Law Enforcement

Continuation of Inspection and Acceptance

Overall Contract Inspection/Acceptance Locations

0001	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: All work to be completed in accordance with the Performance Work Statement.</p> <p>DoDAAC: W91238</p> <p>W075 ENDIST SACRAMENTO KO CONTRACTING DIVISION, 1325 J STREET SACRAMENTO, CA 95814-2922 UNITED STATES</p> <p>Michael Wright Email: michael.p.wright@usace.army.mil Telephone: (530) 432-6427</p>
0002	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: All work to be completed in accordance with the Performance Work Statement.</p> <p>DoDAAC: W91238</p> <p>W075 ENDIST SACRAMENTO KO CONTRACTING DIVISION, 1325 J STREET SACRAMENTO, CA 95814-2922 UNITED STATES</p> <p>Michael Wright Email: michael.p.wright@usace.army.mil Telephone: (530) 432-6427</p>
0003	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: All work to be completed in accordance with the Performance Work Statement.</p> <p>DoDAAC: W91238</p> <p>W075 ENDIST SACRAMENTO KO CONTRACTING DIVISION, 1325 J STREET SACRAMENTO, CA 95814-2922 UNITED STATES</p> <p>Michael Wright Email: michael.p.wright@usace.army.mil Telephone: (530) 432-6427</p>
0004	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: All work to be completed in accordance with the Performance Work Statement.</p> <p>DoDAAC: W91238</p> <p>W075 ENDIST SACRAMENTO KO CONTRACTING DIVISION, 1325 J STREET SACRAMENTO, CA 95814-2922</p>

	<p>UNITED STATES</p> <p>Michael Wright Email: michael.p.wright@usace.army.mil Telephone: (530) 432-6427</p>
Option Line Item 1001	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: All work to be completed in accordance with the Performance Work Statement.</p> <p>DoDAAC: W91238</p> <p>W075 ENDIST SACRAMENTO KO CONTRACTING DIVISION, 1325 J STREET SACRAMENTO, CA 95814-2922 UNITED STATES</p> <p>Michael Wright Email: michael.p.wright@usace.army.mil Telephone: (530) 432-6427</p>
Option Line Item 1002	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: All work to be completed in accordance with the Performance Work Statement.</p> <p>DoDAAC: W91238</p> <p>W075 ENDIST SACRAMENTO KO CONTRACTING DIVISION, 1325 J STREET SACRAMENTO, CA 95814-2922 UNITED STATES</p> <p>Michael Wright Email: michael.p.wright@usace.army.mil Telephone: (530) 432-6427</p>
Option Line Item 1003	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: All work to be completed in accordance with the Performance Work Statement.</p> <p>DoDAAC: W91238</p> <p>W075 ENDIST SACRAMENTO KO CONTRACTING DIVISION, 1325 J STREET SACRAMENTO, CA 95814-2922 UNITED STATES</p> <p>Michael Wright Email: michael.p.wright@usace.army.mil Telephone: (530) 432-6427</p>
Option Line Item 1004	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: All work to be completed in accordance with the Performance Work Statement.</p> <p>DoDAAC: W91238</p> <p>W075 ENDIST SACRAMENTO KO CONTRACTING DIVISION, 1325 J STREET SACRAMENTO, CA 95814-2922</p>

	<p>UNITED STATES</p> <p>Michael Wright Email: michael.p.wright@usace.army.mil Telephone: (530) 432-6427</p>
Option Line Item 2001	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: All work to be completed in accordance with the Performance Work Statement.</p> <p>DoDAAC: W91238</p> <p>W075 ENDIST SACRAMENTO KO CONTRACTING DIVISION, 1325 J STREET SACRAMENTO, CA 95814-2922 UNITED STATES</p> <p>Michael Wright Email: michael.p.wright@usace.army.mil Telephone: (530) 432-6427</p>
Option Line Item 2002	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: All work to be completed in accordance with the Performance Work Statement.</p> <p>DoDAAC: W91238</p> <p>W075 ENDIST SACRAMENTO KO CONTRACTING DIVISION, 1325 J STREET SACRAMENTO, CA 95814-2922 UNITED STATES</p> <p>Michael Wright Email: michael.p.wright@usace.army.mil Telephone: (530) 432-6427</p>
Option Line Item 2003	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: All work to be completed in accordance with the Performance Work Statement.</p> <p>DoDAAC: W91238</p> <p>W075 ENDIST SACRAMENTO KO CONTRACTING DIVISION, 1325 J STREET SACRAMENTO, CA 95814-2922 UNITED STATES</p> <p>Michael Wright Email: michael.p.wright@usace.army.mil Telephone: (530) 432-6427</p>
Option Line Item 2004	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: All work to be completed in accordance with the Performance Work Statement.</p> <p>DoDAAC: W91238</p> <p>W075 ENDIST SACRAMENTO KO CONTRACTING DIVISION, 1325 J STREET SACRAMENTO, CA 95814-2922</p>

	<p>UNITED STATES</p> <p>Michael Wright Email: michael.p.wright@usace.army.mil Telephone: (530) 432-6427</p>
Option Line Item 3001	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: All work to be completed in accordance with the Performance Work Statement.</p> <p>DoDAAC: W91238</p> <p>W075 ENDIST SACRAMENTO KO CONTRACTING DIVISION, 1325 J STREET SACRAMENTO, CA 95814-2922 UNITED STATES</p> <p>Michael Wright Email: michael.p.wright@usace.army.mil Telephone: (530) 432-6427</p>
Option Line Item 3002	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: All work to be completed in accordance with the Performance Work Statement.</p> <p>DoDAAC: W91238</p> <p>W075 ENDIST SACRAMENTO KO CONTRACTING DIVISION, 1325 J STREET SACRAMENTO, CA 95814-2922 UNITED STATES</p> <p>Michael Wright Email: michael.p.wright@usace.army.mil Telephone: (530) 432-6427</p>
Option Line Item 3003	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: All work to be completed in accordance with the Performance Work Statement.</p> <p>DoDAAC: W91238</p> <p>W075 ENDIST SACRAMENTO KO CONTRACTING DIVISION, 1325 J STREET SACRAMENTO, CA 95814-2922 UNITED STATES</p> <p>Michael Wright Email: michael.p.wright@usace.army.mil Telephone: (530) 432-6427</p>
Option Line Item 3004	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: All work to be completed in accordance with the Performance Work Statement.</p> <p>DoDAAC: W91238</p> <p>W075 ENDIST SACRAMENTO KO CONTRACTING DIVISION, 1325 J STREET SACRAMENTO, CA 95814-2922</p>

	<p>UNITED STATES</p> <p>Michael Wright Email: michael.p.wright@usace.army.mil Telephone: (530) 432-6427</p>
Option Line Item 4001	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: All work to be completed in accordance with the Performance Work Statement.</p> <p>DoDAAC: W91238</p> <p>W075 ENDIST SACRAMENTO KO CONTRACTING DIVISION, 1325 J STREET SACRAMENTO, CA 95814-2922 UNITED STATES</p> <p>Michael Wright Email: michael.p.wright@usace.army.mil Telephone: (530) 432-6427</p>
Option Line Item 4002	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: All work to be completed in accordance with the Performance Work Statement.</p> <p>DoDAAC: W91238</p> <p>W075 ENDIST SACRAMENTO KO CONTRACTING DIVISION, 1325 J STREET SACRAMENTO, CA 95814-2922 UNITED STATES</p> <p>Michael Wright Email: michael.p.wright@usace.army.mil Telephone: (530) 432-6427</p>
Option Line Item 4003	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: All work to be completed in accordance with the Performance Work Statement.</p> <p>DoDAAC: W91238</p> <p>W075 ENDIST SACRAMENTO KO CONTRACTING DIVISION, 1325 J STREET SACRAMENTO, CA 95814-2922 UNITED STATES</p> <p>Michael Wright Email: michael.p.wright@usace.army.mil Telephone: (530) 432-6427</p>
Option Line Item 4004	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: All work to be completed in accordance with the Performance Work Statement.</p> <p>DoDAAC: W91238</p> <p>W075 ENDIST SACRAMENTO KO CONTRACTING DIVISION, 1325 J STREET SACRAMENTO, CA 95814-2922</p>

UNITED STATES

Michael Wright
Email: michael.p.wright@usace.army.mil
Telephone: (530) 432-6427

Continuation of Deliveries or Performance

From 08 Jul 2025 to 30 Jun 2026

Line Item	Delivery Schedule	Quantity	Address and POC
0001	Period of Performance From 08 Jul 2025 To 30 Jun 2026	180 Job	<p>Place of Performance DoDAAC: 969131 ARMY CORPS OF ENGINEERS CIVIL WORKS PROJECT MGR ENGLEBRIGHT DAM, DELIVER VIA DELTA LINES 4 MI N OF SMARTSVILLE, CA 95977 UNITED STATES</p> <p>Michael Wright Email: michael.p.wright@usace.army.mil Telephone: (530) 432-6427</p>
0002	Period of Performance From 08 Jul 2025 To 30 Jun 2026	1,440 Job	<p>Place of Performance DoDAAC: 969131 ARMY CORPS OF ENGINEERS CIVIL WORKS PROJECT MGR ENGLEBRIGHT DAM, DELIVER VIA DELTA LINES 4 MI N OF SMARTSVILLE, CA 95977 UNITED STATES</p> <p>Michael Wright Email: michael.p.wright@usace.army.mil Telephone: (530) 432-6427</p>
0003	Period of Performance From 08 Jul 2025 To 30 Jun 2026	10 Job	<p>Place of Performance DoDAAC: 969131 ARMY CORPS OF ENGINEERS CIVIL WORKS PROJECT MGR ENGLEBRIGHT DAM, DELIVER VIA DELTA LINES 4 MI N OF SMARTSVILLE, CA 95977 UNITED STATES</p> <p>Michael Wright Email: michael.p.wright@usace.army.mil Telephone: (530) 432-6427</p>
		10 Job	Place of Performance

0004	Period of Performance From 08 Jul 2025 To 30 Jun 2026		<p>DoDAAC: 969131 ARMY CORPS OF ENGINEERS CIVIL WORKS PROJECT MGR ENGLEBRIGHT DAM, DELIVER VIA DELTA LINES 4 MI N OF SMARTSVILLE, CA 95977 UNITED STATES</p> <p>Michael Wright Email: michael.p.wright@usace.army.mil Telephone: (530) 432-6427</p>
Option Line Item 1001	Period of Performance From 01 Jul 2026 To 30 Jun 2027	180 Job	<p>Place of Performance DoDAAC: 969131 ARMY CORPS OF ENGINEERS CIVIL WORKS PROJECT MGR ENGLEBRIGHT DAM, DELIVER VIA DELTA LINES 4 MI N OF SMARTSVILLE, CA 95977 UNITED STATES</p> <p>Michael Wright Email: michael.p.wright@usace.army.mil Telephone: (530) 432-6427</p>
Option Line Item 1002	Period of Performance From 01 Jul 2026 To 30 Jun 2027	1,440 Job	<p>Place of Performance DoDAAC: 969131 ARMY CORPS OF ENGINEERS CIVIL WORKS PROJECT MGR ENGLEBRIGHT DAM, DELIVER VIA DELTA LINES 4 MI N OF SMARTSVILLE, CA 95977 UNITED STATES</p> <p>Michael Wright Email: michael.p.wright@usace.army.mil Telephone: (530) 432-6427</p>
Option Line Item 1003	Period of Performance	10 Job	<p>Place of Performance DoDAAC: 969131 ARMY CORPS OF ENGINEERS CIVIL WORKS PROJECT MGR ENGLEBRIGHT DAM, DELIVER VIA DELTA LINES 4 MI N OF SMARTSVILLE, CA 95977 UNITED STATES</p> <p>Michael Wright Email: michael.p.wright@usace.army.mil Telephone: (530) 432-6427</p>

	From 01 Jul 2026 To 30 Jun 2027		
Option Line Item 1004	Period of Performance From 01 Jul 2026 To 30 Jun 2027	10 Job	<p>Place of Performance DoDAAC: 969131 ARMY CORPS OF ENGINEERS CIVIL WORKS PROJECT MGR ENGLEBRIGHT DAM, DELIVER VIA DELTA LINES 4 MI N OF SMARTSVILLE, CA 95977 UNITED STATES</p> <p>Michael Wright Email: michael.p.wright@usace.army.mil Telephone: (530) 432-6427</p>
Option Line Item 2001	Period of Performance From 01 Jul 2027 To 30 Jun 2028	180 Job	<p>Place of Performance DoDAAC: 969131 ARMY CORPS OF ENGINEERS CIVIL WORKS PROJECT MGR ENGLEBRIGHT DAM, DELIVER VIA DELTA LINES 4 MI N OF SMARTSVILLE, CA 95977 UNITED STATES</p> <p>Michael Wright Email: michael.p.wright@usace.army.mil Telephone: (530) 432-6427</p>
Option Line Item 2002	Period of Performance From 01 Jul 2027 To 30 Jun 2028	1,440 Job	<p>Place of Performance DoDAAC: 969131 ARMY CORPS OF ENGINEERS CIVIL WORKS PROJECT MGR ENGLEBRIGHT DAM, DELIVER VIA DELTA LINES 4 MI N OF SMARTSVILLE, CA 95977 UNITED STATES</p> <p>Michael Wright Email: michael.p.wright@usace.army.mil Telephone: (530) 432-6427</p>
		10 Job	<p>Place of Performance DoDAAC: 969131 ARMY CORPS OF ENGINEERS CIVIL WORKS PROJECT MGR ENGLEBRIGHT DAM, DELIVER VIA DELTA LINES 4 MI N OF</p>

Option Line Item 2003	Period of Performance From 01 Jul 2027 To 30 Jun 2028		SMARTSVILLE, CA 95977 UNITED STATES Michael Wright Email: michael.p.wright@usace.army.mil Telephone: (530) 432-6427
Option Line Item 2004	Period of Performance From 01 Jul 2027 To 30 Jun 2028	10 Job	Place of Performance DoDAAC: 969131 ARMY CORPS OF ENGINEERS CIVIL WORKS PROJECT MGR ENGLEBRIGHT DAM, DELIVER VIA DELTA LINES 4 MI N OF SMARTSVILLE, CA 95977 UNITED STATES Michael Wright Email: michael.p.wright@usace.army.mil Telephone: (530) 432-6427
Option Line Item 3001	Period of Performance From 01 Jul 2028 To 30 Jun 2029	180 Job	Place of Performance DoDAAC: 969131 ARMY CORPS OF ENGINEERS CIVIL WORKS PROJECT MGR ENGLEBRIGHT DAM, DELIVER VIA DELTA LINES 4 MI N OF SMARTSVILLE, CA 95977 UNITED STATES Michael Wright Email: michael.p.wright@usace.army.mil Telephone: (530) 432-6427
Option Line Item 3002	Period of Performance From 01 Jul 2028 To	1,440 Job	Place of Performance DoDAAC: 969131 ARMY CORPS OF ENGINEERS CIVIL WORKS PROJECT MGR ENGLEBRIGHT DAM, DELIVER VIA DELTA LINES 4 MI N OF SMARTSVILLE, CA 95977 UNITED STATES Michael Wright Email: michael.p.wright@usace.army.mil Telephone: (530) 432-6427

	30 Jun 2029		
Option Line Item 3003	Period of Performance From 01 Jul 2028 To 30 Jun 2029	10 Job	<p>Place of Performance DoDAAC: 969131 ARMY CORPS OF ENGINEERS CIVIL WORKS PROJECT MGR ENGLEBRIGHT DAM, DELIVER VIA DELTA LINES 4 MI N OF SMARTSVILLE, CA 95977 UNITED STATES</p> <p>Michael Wright Email: michael.p.wright@usace.army.mil Telephone: (530) 432-6427</p>
Option Line Item 3004	Period of Performance From 01 Jul 2028 To 30 Jun 2029	10 Job	<p>Place of Performance DoDAAC: 969131 ARMY CORPS OF ENGINEERS CIVIL WORKS PROJECT MGR ENGLEBRIGHT DAM, DELIVER VIA DELTA LINES 4 MI N OF SMARTSVILLE, CA 95977 UNITED STATES</p> <p>Michael Wright Email: michael.p.wright@usace.army.mil Telephone: (530) 432-6427</p>
Option Line Item 4001	Period of Performance From 01 Jul 2029 To 30 Jun 2030	180 Job	<p>Place of Performance DoDAAC: 969131 ARMY CORPS OF ENGINEERS CIVIL WORKS PROJECT MGR ENGLEBRIGHT DAM, DELIVER VIA DELTA LINES 4 MI N OF SMARTSVILLE, CA 95977 UNITED STATES</p> <p>Michael Wright Email: michael.p.wright@usace.army.mil Telephone: (530) 432-6427</p>
		1,440 Job	<p>Place of Performance DoDAAC: 969131 ARMY CORPS OF ENGINEERS CIVIL WORKS PROJECT MGR ENGLEBRIGHT DAM, DELIVER VIA DELTA LINES 4 MI N OF SMARTSVILLE, CA 95977 UNITED STATES</p>

Option Line Item 4002	Period of Performance From 01 Jul 2029 To 30 Jun 2030		Michael Wright Email: michael.p.wright@usace.army.mil Telephone: (530) 432-6427
Option Line Item 4003	Period of Performance From 01 Jul 2029 To 30 Jun 2030	10 Job	Place of Performance DoDAAC: 969131 ARMY CORPS OF ENGINEERS CIVIL WORKS PROJECT MGR ENGLEBRIGHT DAM, DELIVER VIA DELTA LINES 4 MI N OF SMARTSVILLE, CA 95977 UNITED STATES Michael Wright Email: michael.p.wright@usace.army.mil Telephone: (530) 432-6427
Option Line Item 4004	Period of Performance From 01 Jul 2029 To 30 Jun 2030	10 Job	Place of Performance DoDAAC: 969131 ARMY CORPS OF ENGINEERS CIVIL WORKS PROJECT MGR ENGLEBRIGHT DAM, DELIVER VIA DELTA LINES 4 MI N OF SMARTSVILLE, CA 95977 UNITED STATES Michael Wright Email: michael.p.wright@usace.army.mil Telephone: (530) 432-6427

Continuation of Accounting and Appropriation Data

ACRN	LOA				Total Amount
AA	^^NA^096^^^X^3123^000^^251^D^NA^^^^0000^8736^096042^2451^L2R0420^29540B^29540B^2510^W62N6M50990465^015810^				USD 22,569.80
	Line Item	PR/MIPR - PR Line Item#	CIN	Amount	
	CLIN 0001	W62N6M50990465 - 0001		USD 17,866.80	
	CLIN 0002	W62N6M50990465 - 0001		USD 1,008.00	
	CLIN 0003	W62N6M50990465 - 0001		USD 1,565.00	
	CLIN 0004	W62N6M50990465 - 0001		USD 2,130.00	

Contract Clauses

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
52.204-13	System for Award Management Maintenance.	Oct 2018		
52.204-18	Commercial and Government Entity Code Maintenance.	Aug 2020		

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
252.204-7020	NIST SP 800-171 DoD Assessment Requirements.	Nov 2023		
252.204-7004	Antiterrorism Awareness Training for Contractors.	Jan 2023		
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support.	Jan 2023		
252.223-7008	Prohibition of Hexavalent Chromium.	Jan 2023		
252.225-7012	Preference for Certain Domestic Commodities.	Apr 2022		
252.243-7002	Requests for Equitable Adjustment.	Dec 2022		
252.203-7000	Requirements Relating to Compensation of Former DoD Officials.	Sep 2011		
252.203-7002	Requirement to Inform Employees of Whistleblower Rights.	Dec 2022		
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting.	May 2024		
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services.	Jan 2023		
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports.	Dec 2018		
252.232-7010	Levies on Contract Payments.	Dec 2006		
252.244-7000	Subcontracts for Commercial Products or Commercial Services.	Nov 2023		
252.247-7023	Transportation of Supplies by Sea.	Oct 2024		

FAR Clauses Incorporated by Full Text

52.212-4 Contract Terms and Conditions-Commercial Products and Commercial Services. (Nov 2023)

Contract Terms and Conditions-Commercial Products and Commercial Services (Nov 2023)

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights-

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to 41 U.S.C. chapter 71, Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at Federal Acquisition Regulation (FAR) 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice.

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include-

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer-System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer-Other Than System for Award Management), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C.3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR Part 1315.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment.-

(1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C.3903) and prompt payment regulations at 5 CFR Part 1315.

(3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall-

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the-

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) Interest.

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) Final decisions. The Contracting Officer will issue a final decision as required by 33.211 if-

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on-

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in FAR 32.608-2 in effect on the date of this contract.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 49 U.S.C. 40118, Fly American; and 41 U.S.C. chapter 21 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

(1) The schedule of supplies/services.

(2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause;

(3) The clause at 52.212-5.

(4) Addenda to this solicitation or contract, including any license agreements for computer software.

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The Standard Form 1449.

(8) Other documents, exhibits, and attachments.

(9) The specification.

(t) [Reserved]

(u) Unauthorized Obligations.

(1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(i) Any such clause is unenforceable against the Government.

(ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(2) Paragraph (u)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(v) Incorporation by reference. The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(End of clause)

DFARS Clauses Incorporated by Full Text

252.211-7003 Item Unique Identification and Valuation.

(Jan 2023)

ITEM UNIQUE IDENTIFICATION AND VALUATION (JAN 2023)

(a) Definitions. As used in this clause-

"Automatic identification device" means a device, such as a reader or interrogator, used to retrieve data encoded on machine-readable media.

"Concatenated unique item identifier" means-

(1) For items that are serialized within the enterprise identifier, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, and unique serial number within the enterprise identifier; or

(2) For items that are serialized within the original part, lot, or batch number, the linking together of the unique identifier data elements in order of the issuing agency code; enterprise identifier; original part, lot, or batch number; and serial number within the original part, lot, or batch number.

"Data matrix" means a two-dimensional matrix symbology, which is made up of square or, in some cases, round modules arranged within a perimeter finder pattern and uses the Error Checking and Correction 200 (ECC200) specification found within International Standards Organization (ISO) /International Electrotechnical Commission (IEC) 16022.

"Data qualifier" means a specified character (or string of characters) that immediately precedes a data field that defines the general category or intended use of the data that follows.

"DoD recognized unique identification equivalent" means a unique identification method that is in commercial use and has been recognized by DoD. All DoD recognized unique identification equivalents are listed at <https://www.acq.osd.mil/asda/dpc/ce/ds/unique-id.html>.

"DoD item unique identification" means a system of marking items delivered to DoD with unique item identifiers that have machine-readable data elements to distinguish an item from all other like and unlike items. For items that are serialized within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier and a unique serial number. For items that are serialized within the part, lot, or batch number within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier; the original part, lot, or batch number; and the serial number.

" Enterprise " means the entity (e.g., a manufacturer or vendor) responsible for assigning unique item identifiers to items.

" Enterprise identifier" means a code that is uniquely assigned to an enterprise by an issuing agency.

"Government's unit acquisition cost" means-

(1) For fixed-price type line, subline, or exhibit line items, the unit price identified in the contract at the time of delivery;

(2) For cost-type or undefinitized line, subline, or exhibit line items, the Contractor's estimated fully burdened unit cost to the Government at the time of delivery; and

(3) For items produced under a time-and-materials contract, the Contractor's estimated fully burdened unit cost to the Government at the time of delivery.

"Issuing agency" means an organization responsible for assigning a globally unique identifier to an enterprise, as indicated in the Register of Issuing Agency Codes for ISO/IEC 15459, located at http://www.aimglobal.org/?Reg_Authority15459.

"Issuing agency code" means a code that designates the registration (or controlling) authority for the enterprise identifier.

"Item" means a single hardware article or a single unit formed by a grouping of subassemblies, components, or constituent parts.

" Lot or batch number" means an identifying number assigned by the enterprise to a designated group of items, usually referred to as either a lot or a batch, all of which were manufactured under identical conditions.

"Machine-readable" means an automatic identification technology media, such as bar codes, contact memory buttons, radio frequency identification, or optical memory cards.

"Original part number" means a combination of numbers or letters assigned by the enterprise at item creation to a class of items with the same form, fit, function, and interface.

"Parent item" means the item assembly, intermediate component, or subassembly that has an embedded item with a unique item identifier or DoD recognized unique identification equivalent.

"Serial number within the enterprise identifier" means a combination of numbers, letters, or symbols assigned by the enterprise to an item that provides for the differentiation of that item from any other like and unlike item and is never used again within the enterprise.

"Serial number within the part, lot, or batch number" means a combination of numbers or letters assigned by the enterprise to an item that provides for the differentiation of that item from any other like item within a part, lot, or batch number assignment.

"Serialization within the enterprise identifier" means each item produced is assigned a serial number that is unique among all the tangible items produced by the enterprise and is never used again. The enterprise is responsible for ensuring unique serialization within the enterprise identifier.

"Serialization within the part, lot, or batch number" means each item of a particular part, lot, or batch number is assigned a unique serial number within that part, lot, or batch number assignment. The enterprise is responsible for ensuring unique serialization within the part, lot, or batch number within the enterprise identifier.

"Type designation" means a combination of letters and numerals assigned by the Government to a major end item, assembly or subassembly, as appropriate, to provide a convenient means of differentiating between items having the same basic name and to indicate modifications and changes

thereto.

"Unique item identifier" means a set of data elements marked on items that is globally unique and unambiguous. The term includes a concatenated unique item identifier or a DoD recognized unique identification equivalent.

"Unique item identifier type" means a designator to indicate which method of uniquely identifying a part has been used. The current list of accepted unique item identifier types is maintained at <https://www.acq.osd.mil/asda/dpc/ce/ds/unique-id.html>.

(b) The Contractor shall deliver all items under a contract line, subline, or exhibit line item.

(c) Unique item identifier.

(1) The Contractor shall provide a unique item identifier for the following:

(i) Delivered items for which the Government's unit acquisition cost is \$5,000 or more, except for the following line items:

Contract Line, Subline, or

Exhibit Line Item Number Item Description

(ii) Items for which the Government's unit acquisition cost is less than \$5,000 that are identified in the Schedule or the following table:

Contract Line, Subline, or

Exhibit Line Item Number Item Description

(If items are identified in the Schedule, insert "See Schedule in this table.")

(iii) Subassemblies, components, and parts embedded within delivered items, items with warranty requirements, DoD serially managed repairables and DoD serially managed nonrepairables as specified in Attachment Number ____.

(iv) Any item of special tooling or special test equipment as defined in FAR 2.101 that have been designated for preservation and storage for a Major Defense Acquisition Program as specified in Attachment Number ____.

(v) Any item not included in (i), (ii), (iii), or (iv) for which the contractor creates and marks a unique item identifier for traceability.

(2) The unique item identifier assignment and its component data element combination shall not be duplicated on any other item marked or registered in the DoD Item Unique Identification Registry by the contractor.

(3) The unique item identifier component data elements shall be marked on an item using two dimensional data matrix symbology that complies with ISO/IEC International Standard 16022, Information technology - International symbology specification - Data matrix; ECC200 data matrix specification.

(4) Data syntax and semantics of unique item identifiers. The Contractor shall ensure that-

(i) The data elements (except issuing agency code) of the unique item identifier are encoded within the data matrix symbol that is marked on the item using one of the following three types of data qualifiers, as determined by the Contractor:

(A) Application Identifiers (AIs) (Format Indicator 05 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology - EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.

(B) Data Identifiers (DIs) (Format Indicator 06 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology - EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.

(C) Text Element Identifiers (TEIs) (Format Indicator 12 of ISO/IEC International Standard 15434), in accordance with the Air Transport Association Common Support Data Dictionary; and

(ii) The encoded data elements of the unique item identifier conform to the transfer structure, syntax, and coding of messages and data formats

specified for Format Indicators 05, 06, and 12 in ISO/IEC International Standard 15434, Information Technology - Transfer Syntax for High Capacity Automatic Data Capture Media.

(5) Unique item identifier.

(i) The Contractor shall-

(A) Determine whether to-

(1) Serialize within the enterprise identifier;

(2) Serialize within the part, lot, or batch number; or

(3) Use a DoD recognized unique identification equivalent (e.g. Vehicle Identification Number); and

(B) Place the data elements of the unique item identifier (enterprise identifier; serial number; DoD recognized unique identification equivalent; and for serialization within the part, lot, or batch number only: original part, lot, or batch number) on items requiring marking by paragraph (c)(1) of this clause, based on the criteria provided in MIL-STD-130, Identification Marking of U.S. Military Property, latest version;

(C) Label shipments, storage containers and packages that contain uniquely identified items in accordance with the requirements of MIL-STD-129, Military Marking for Shipment and Storage, latest version; and

(D) Verify that the marks on items and labels on shipments, storage containers, and packages are machine readable and conform to the applicable standards. The contractor shall use an automatic identification technology device for this verification that has been programmed to the requirements of Appendix A, MIL-STD-130, latest version.

(ii) The issuing agency code-

(A) Shall not be placed on the item; and

(B) Shall be derived from the data qualifier for the enterprise identifier.

(d) For each item that requires item unique identification under paragraph (c)(1)(i), (ii), or (iv) of this clause or when item unique identification is provided under paragraph (c)(1)(v), in addition to the information provided as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the Contractor shall report at the time of delivery, as part of the Material Inspection and Receiving Report, the following information:

(1) Unique item identifier.

(2) Unique item identifier type.

(3) Issuing agency code (if concatenated unique item identifier is used).

(4) Enterprise identifier (if concatenated unique item identifier is used).

(5) Original part number (if there is serialization within the original part number).

(6) Lot or batch number (if there is serialization within the lot or batch number).

(7) Current part number (optional and only if not the same as the original part number).

(8) Current part number effective date (optional and only if current part number is used).

(9) Serial number (if concatenated unique item identifier is used).

(10) Government's unit acquisition cost.

(11) Unit of measure.

(12) Type designation of the item as specified in the contract schedule, if any.

(13) Whether the item is an item of Special Tooling or Special Test Equipment.

(14) Whether the item is covered by a warranty.

(e) For embedded subassemblies, components, and parts that require DoD item unique identification under paragraph (c)(1)(iii) of this clause or when item unique identification is provided under paragraph (c)(1)(v), the Contractor shall report as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:

(1) Unique item identifier of the parent item under paragraph (c)(1) of this clause that contains the embedded subassembly, component, or part.

(2) Unique item identifier of the embedded subassembly, component, or part.

(3) Unique item identifier type.**

(4) Issuing agency code (if concatenated unique item

identifier is used).**

(5) Enterprise identifier (if concatenated unique item identifier is used).**

(6) Original part number (if there is serialization within the original part number).**

(7) Lot or batch number (if there is serialization within the lot or batch number).**

(8) Current part number (optional and only if not the same as the original part number).**

(9) Current part number effective date (optional and only if current part number is used).**

(10) Serial number (if concatenated unique item identifier is used).**

(11) Description.

** Once per item.

(f) The Contractor shall submit the information required by paragraphs (d) and (e) of this clause as follows:

(1) End items shall be reported using the receiving report capability in Wide Area WorkFlow (WAWF) in accordance with the clause at 252.232-7003. If WAWF is not required by this contract, and the contractor is not using WAWF, follow the procedures at <http://dodprocurementtoolbox.com/site/uidregistry/>.

(2) Embedded items shall be reported by one of the following methods-

(i) Use of the embedded items capability in WAWF;

(ii) Direct data submission to the IUID Registry following the procedures and formats at <http://dodprocurementtoolbox.com/site/uidregistry/>; or

(iii) Via WAWF as a deliverable attachment for exhibit line item number (fill in) ____, Unique Item Identifier Report for Embedded Items, Contract Data Requirements List, DD Form 1423.

(g) Subcontracts. If the Contractor acquires by subcontract, any item(s) for which item unique identification is required in accordance with paragraph (c)(1) of this clause, the Contractor shall include this clause, including this paragraph (g), in the applicable subcontract(s), including subcontracts for commercial products or commercial services.

(End of clause)

Contract Terms and Conditions Required To Implement Statutes or Executive Orders — Commercial Products and Commercial Services

FAR Clauses Incorporated by Full Text

52.212-5 Contract Terms and Conditions Required To Implement Statutes or Executive Orders-Commercial Products and Commercial Services. (Jan 2025)

Contract Terms and Conditions Required To Implement Statutes or Executive Orders-Commercial Products and Commercial Services (Jan 2025)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:

(1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities (Dec 2023) (Section 1634 of Pub. L. 115-91).

(3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Nov 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

(4) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).

(5) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (Mar 2023) (31 U.S.C. 3903 and 10 U.S.C. 3801).

(6) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(7) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:

[Contracting Officer check as appropriate.]

X (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Jun 2020), with *Alternate I* (Nov 2021) (41 U.S.C. 4704 and 10 U.S.C. 4655).

(2) 52.203-13, Contractor Code of Business Ethics and Conduct (Nov 2021) (41 U.S.C. 3509)).

(3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

(4) 52.203-17, Contractor Employee Whistleblower Rights (Nov 2023) (41 U.S.C. 4712); this clause does not apply to contracts of DoD, NASA, the Coast Guard, or applicable elements of the intelligence community-see FAR 3.900(a).

X (5) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jun 2020) (Pub. L. 109-282) (31 U.S.C. 6101 note).

(6) [Reserved].

(7) 52.204-14, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

(8) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

X (9) 52.204-27, Prohibition on a ByteDance Covered Application (Jun 2023) (Section 102 of Division R of Pub. L. 117-328).

(10) 52.204-28, Federal Acquisition Supply Chain Security Act Orders-Federal Supply Schedules, Governmentwide Acquisition Contracts, and Multi-Agency Contracts. (Dec 2023) (Pub. L. 115-390, title II).

(11)

(i) 52.204-30, Federal Acquisition Supply Chain Security Act Orders-Prohibition. (Dec 2023) (Pub. L. 115-390, title II).

(ii) Alternate I (Dec 2023) of 52.204-30.

X (12) 52.209-6, Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded. (Jan 2025) (31 U.S.C. 6101 note).

- (13) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) (41 U.S.C. 2313).
- (14) [Reserved].
- (15) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Oct 2022) (15 U.S.C. 657a).
- (16) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2022) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
- (17) [Reserved]
- (18)
- (i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2020) (15 U.S.C. 644).
- (ii) Alternate I (Mar 2020) of 52.219-6.
- (19)
- (i) 52.219-7, Notice of Partial Small Business Set-Aside (Nov 2020) (15 U.S.C. 644).
- (ii) Alternate I (Mar 2020) of 52.219-7.
- X (20) 52.219-8, Utilization of Small Business Concerns (Jan 2025)(15 U.S.C. 637(d)(2) and (3)).
- (21)
- (i) 52.219-9, Small Business Subcontracting Plan (Jan 2025) (15 U.S.C. 637(d)(4)).
- (ii) Alternate I (Nov 2016) of 52.219-9.
- (iii) Alternate II (Nov 2016) of 52.219-9.
- (iv) Alternate III (Jun 2020) of 52.219-9.
- (v) Alternate IV (Jan 2025) of 52.219-9.
- (22)
- (i) 52.219-13, Notice of Set-Aside of Orders (Mar 2020) (15 U.S.C. 644(r)).
- (ii) Alternate I (Mar 2020) of 52.219-13.
- (23) 52.219-14, Limitations on Subcontracting (Oct 2022) (15 U.S.C. 657s).
- (24) 52.219-16, Liquidated Damages-Subcontracting Plan (Sep 2021) (15 U.S.C. 637(d)(4)(F)(i)).
- (25) 52.219-27, Notice of Set-Aside for, or Sole-Source Award to, Service-Disabled Veteran-Owned Small Business (SDVOSB) Concerns Eligible Under the SDVOSB Program (Feb 2024) (15 U.S.C. 657f).
- X (26) (i) 52.219-28, Post award Small Business Program Rerepresentation (Jan 2025) (15 U.S.C. 632(a)(2)).
- X (ii) Alternate I (Mar 2020) of 52.219-28.
- (27) 52.219-29, Notice of Set-Aside for, or Sole-Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Oct 2022) (15 U.S.C. 637(m)).
- (28) 52.219-30, Notice of Set-Aside for, or Sole-Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Oct 2022) (15 U.S.C. 637(m)).
- (29) 52.219-32, Orders Issued Directly Under Small Business Reserves (Mar 2020) (15 U.S.C. 644(r)).
- (30) 52.219-33, Nonmanufacturer Rule (Sep 2021) (15 U.S.C. 637(a)(17)).
- X (31) 52.222-3, Convict Labor (Jun 2003) (E.O.11755).
- (32) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (Jan 2025)(E.O. 13126).
- X (33) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- X (34) (i) 52.222-26, Equal Opportunity (Sep 2016) (E.O.11246).

(ii) Alternate I (Feb 1999) of 52.222-26.

X (35) (i) 52.222-35, Equal Opportunity for Veterans (Jun 2020) (38 U.S.C. 4212).

(ii) Alternate I (Jul 2014) of 52.222-35.

X (36) (i) 52.222-36, Equal Opportunity for Workers with Disabilities (Jun 2020) (29 U.S.C. 793).

(ii) Alternate I (Jul 2014) of 52.222-36.

X (37) 52.222-37, Employment Reports on Veterans (Jun 2020) (38 U.S.C. 4212).

X (38) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

X (39) (i) 52.222-50, Combating Trafficking in Persons (Nov 2021) (22 U.S.C. chapter 78 and E.O. 13627).

(ii) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

X (40) 52.222-54, Employment Eligibility Verification (Jan 2025) (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial products or commercial services as prescribed in FAR 22.1803.)

(41)

(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

(ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

(42) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (May 2024) (42 U.S.C. 7671, *et seq.*).

(43) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (May 2024) (42 U.S.C. 7671, *et seq.*).

(44) 52.223-20, Aerosols (May 2024) (42 U.S.C. 7671, *et seq.*).

(45) 52.223-21, Foams (May 2024) (42 U.S.C. 7671, *et seq.*).

(46) 52.223-23, Sustainable Products and Services (May 2024) (E.O. 14057, 7 U.S.C. 8102, 42 U.S.C. 6962, 42 U.S.C. 8259b, and 42 U.S.C. 7671).

(47)

(i) 52.224-3 Privacy Training (Jan 2017) (5 U.S.C. 552 a).

(ii) Alternate I (Jan 2017) of 52.224-3.

X (48) (i) 52.225-1, Buy American-Supplies (Oct 2022) (41 U.S.C. chapter 83).

(ii) Alternate I (Oct 2022) of 52.225-1.

(49)

(i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (NOV 2023) (19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, 19 U.S.C. chapter 29 (sections 4501-4732), Public Law 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

(ii) Alternate I [Reserved].

(iii) Alternate II (Jan 2025) of 52.225-3.

(iv) Alternate III (Feb 2024) of 52.225-3.

(v) Alternate IV (Oct 2022) of 52.225-3.

(50) 52.225-5, Trade Agreements (NOV 2023) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

(51) 52.225-13, Restrictions on Certain Foreign Purchases (Feb 2021) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

(52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).

(53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

(54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

(55) 52.226-8, Encouraging Contractor Policies to Ban Text Messaging While Driving (May 2024) (E.O. 13513).

(56) 52.229-12, Tax on Certain Foreign Procurements (Feb 2021).

X (57) 52.232-29, Terms for Financing of Purchases of Commercial Products and Commercial Services (Nov 2021) (41 U.S.C. 4505, 10 U.S.C. 3805).

X (58) 52.232-30, Installment Payments for Commercial Products and Commercial Services (Nov 2021) (41 U.S.C. 4505, 10 U.S.C. 3805).

X (59) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (Oct2018) (31 U.S.C. 3332).

(60) 52.232-34, Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

(61) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).

(62) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

(63) 52.240-1, Prohibition on Unmanned Aircraft Systems Manufactured or Assembled by American Security Drone Act-Covered Foreign Entities (Nov 2024) (Sections 1821-1826, Pub. L. 118-31, 41 U.S.C. 3901 note prec.).

(64) 52.242-5, Payments to Small Business Subcontractors (Jan 2017) (15 U.S.C. 637(d)(13)).

(65)

(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) (46 U.S.C. 55305 and 10 U.S.C. 2631).

(ii) Alternate I (Apr 2003) of 52.247-64.

(iii) Alternate II (Nov 2021) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:

[Contracting Officer check as appropriate.]

(1) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67).

X (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

X (3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (Aug 2018) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

(4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (May 2014) (29U.S.C.206 and 41 U.S.C. chapter 67).

(5) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).

(6) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).

X (7) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (Jan 2022).

X (8) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2022) (E.O. 13706).

(9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) (42 U.S.C. 1792).

(10) 52.247-69, Reporting Requirement for U.S.-Flag Air Carriers Regarding Training to Prevent Human Trafficking (Jan 2025) (49 U.S.C. 40118(g)).

(d) *Comptroller General Examination of Record.* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, as defined in FAR 2.101, on the date of award of this contract, and does not contain the clause at 52.215-2, Audit and Records-Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR subpart 4.7, Contractor Records

Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)

(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1), in a subcontract for commercial products or commercial services. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Nov 2021) (41 U.S.C. 3509).

(ii) 52.203-17, Contractor Employee Whistleblower Rights (Nov 2023) (41 U.S.C. 4712).

(iii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iv) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities (Dec 2023) (Section 1634 of Pub. L. 115-91).

(v) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Nov 2021) (Section 889 (a)(1)(A) of Pub. L. 115-232).

(vi) 52.204-27, Prohibition on a ByteDance Covered Application (Jun 2023) (Section 102 of Division R of Pub. L. 117-328).

(vii)

(A) 52.204-30, Federal Acquisition Supply Chain Security Act Orders-Prohibition. (Dec 2023) (Pub. L. 115-390, title II).

(B) Alternate I (Dec 2023) of 52.204-30.

(viii) 52.219-8, Utilization of Small Business Concerns (Jan 2025) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ix) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

(x) 52.222-26, Equal Opportunity (Sep 2016) (E.O.11246).

(xi) 52.222-35, Equal Opportunity for Veterans (Jun 2020) (38 U.S.C. 4212).

(xii) 52.222-36, Equal Opportunity for Workers with Disabilities (Jun 2020) (29 U.S.C. 793).

(xiii) 52.222-37, Employment Reports on Veterans (Jun 2020) (38 U.S.C. 4212).

(xiv) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(xv) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67).

(xvi)

(A) 52.222-50, Combating Trafficking in Persons (Nov 2021) (22 U.S.C. chapter 78 and E.O 13627).

(B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

(xvii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).

(xviii) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).

(xix) 52.222-54, Employment Eligibility Verification (Jan 2025) (E.O. 12989).

(xx) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (Jan 2022).

(xxi) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2022) (E.O. 13706).

(xxii)

(A) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).

(B) Alternate I (Jan 2017) of 52.224-3.

(xxiii) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).

(xxiv) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxv) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (Mar 2023) (31 U.S.C. 3903 and 10 U.S.C. 3801). Flow down required in accordance with paragraph (c) of 52.232-40.

(xxvi) 52.240-1, Prohibition on Unmanned Aircraft Systems Manufactured or Assembled by American Security Drone Act-Covered Foreign Entities (Nov 2024) (Sections 1821-1826, Pub. L. 118-31, 41 U.S.C. 3901 note prec.).

(xxvii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) (46 U.S.C. 55305 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may include in its subcontracts for commercial products and commercial services a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

Addendum to Contract Clauses

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
52.203-12	Limitation on Payments to Influence Certain Federal Transactions.	Jun 2020		
52.204-9	Personal Identity Verification of Contractor Personnel.	Jan 2011		
52.228-5	Insurance-Work on a Government Installation.	Jan 1997		
52.232-8	Discounts for Prompt Payment.	Feb 2002		
52.232-39	Unenforceability of Unauthorized Obligations.	Jun 2013		
52.237-2	Protection of Government Buildings, Equipment, and Vegetation.	Apr 1984		
52.242-13	Bankruptcy.	Jul 1995		
52.242-15	Stop-Work Order.	Aug 1989		
52.242-17	Government Delay of Work.	Apr 1984		
52.246-4	Inspection of Services-Fixed-Price.	Aug 1996		
52.240-1	Prohibition on Unmanned Aircraft Systems Manufactured or Assembled by American Security Drone Act-Covered Foreign Entities.	Nov 2024		

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
252.204-7003	Control of Government Personnel Work Product.	Apr 1992		
252.243-7001	Pricing of Contract Modifications.	Dec 1991		
252.201-7000	Contracting Officer's Representative.	Dec 1991		
252.237-7010	Prohibition on Interrogation of Detainees by Contractor Personnel.	Jan 2023		

FAR Clauses Incorporated by Full Text

52.252-2 Clauses Incorporated by Reference.

(Feb 1998)

Clauses Incorporated By Reference (Feb 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<https://www.acquisition.gov>

(End of clause)

52.217-9 Option to Extend the Term of the Contract.

(Mar 2000)

Option to Extend the Term of the Contract (Mar 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 10 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 60 months/5 years.

(End of clause)

List of Contract Documents, Exhibits, or Attachments

PWS & Wage Determination

Identifier	Document Name	Document Description	Reference Identifier	Date	Line Item	Page Numbers	Document Type	Provided Under Separate Cover
0001	PWS	Performance Work Statement		10 Jun 2025			Attachment	No
0002	Wage Determination 2015-5677	Wage Determination		07 Jul 2025			Attachment	No